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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SPECULATIVE PRODUCT DESIGN,
LLC, a California Limited Liability
Company d/b/a SPECK PRODUCTS,

Plaintiff,

v.

JEFFREY KAYE, an Individual; and
DOES 1-10, Inclusive,

Defendants.

Case No.: CV13-07298 RSWL (JCGx)

**FINAL JUDGMENT, INCLUDING
PERMANENT INJUNCTION,
AGAINST DEFENDANT
JEFFREY KAYE**

The Court, pursuant to the Stipulated Final Judgment, Including Permanent Injunction, Against Defendant Jeffrey Kaye, by and between Plaintiff SPECULATIVE PRODUCT DESIGN, LLC, a California Limited Liability

1 Company d/b/a SPECK PRODUCTS (hereinafter "Plaintiff"), and Defendant
2 JEFFREY KAYE (hereinafter "Defendant"), through their respective counsels of
3 record, do hereby ORDERS, ADJUDICATES and DECREES that final judgment,
4 including permanent injunction, shall be and hereby is entered on the Complaint
5 for Damages in the above-referenced matter as follows:

6 1. **PERMANENT INJUNCTION.** Defendant and any person or entity
7 acting in concert with, or at his direction, including any and all agents, servants,
8 employees, partners, assignees, distributors, suppliers, resellers and any others
9 over which they may exercise control, are hereby restrained and enjoined,
10 pursuant to 15 U.S.C. § 1116, from engaging in, directly or indirectly, or
11 authorizing or assisting any third party to engage in, any of the following activities
12 in the United States and throughout the world:

13 a. importing, exporting, marketing, selling, offering for sale,
14 distributing or dealing in any product or service that uses, or otherwise making
15 any use of, any of SPECK's copyrights, trademarks, patent ("SPECK's
16 Intellectual Property"), and/or any intellectual property, including its SPECK®
17 and CANDYSHELL® word and design marks, that is confusingly or substantially
18 similar to, or that constitutes a colorable imitation of, any of SPECK's Intellectual
19 Property, whether such use is as, on, in or in connection with any trademark,
20 service mark, trade name, logo, design, Internet use, website, domain name,
21 metatags, advertising, promotions, solicitations, commercial exploitation,
22 television, web-based or any other program, or any product or service, or
23 otherwise;

24 b. performing or allowing others employed by or representing
25 Defendant, or under his control, to perform any act or thing which is likely to
26 injure Plaintiff, any of SPECK's Intellectual Property, including its SPECK® and
27 CANDYSHELL® word and design marks, and/or Plaintiff's business reputation
28 or goodwill, including making disparaging, negative, or critical comments

1 regarding Plaintiff or its products;

2 c. engaging in any acts of federal and/or state trademark
3 infringement, false designation of origin, unfair competition, trademark dilution,
4 copyright infringement, patent infringement, or any other act which would tend
5 damage or injure Plaintiff; and/or

6 d. using any Internet domain name or website that includes any of
7 SPECK's Intellectual Property, including but not limited to its SPECK® and
8 CANDYSHELL® word and design marks.

9 2. Defendant is ordered to deliver immediately for destruction, at his
10 own cost, all unauthorized products, including any counterfeit SPECK®-branded
11 and related products, labels, signs, prints, packages, wrappers, receptacles and
12 advertisements relating thereto in their possession or under their control bearing
13 any of SPECK's Intellectual Property or any simulation, reproduction, counterfeit,
14 copy or colorable imitations thereof, to the extent that any of these items are in
15 Defendant's possession.

16 3. This Final Judgment, including Permanent Injunction, shall be
17 deemed to have been served upon Defendant at the time of its execution by the
18 Court.

19 4. The Court finds there is no just reason for delay in entering this
20 Permanent Injunction and, pursuant to Rule 54(a) of the *Federal Rules of Civil
Procedure*, the Court should direct immediate entry of this Permanent Injunction
22 against Defendant.

23 5. Defendant shall pay to Plaintiff the sum of Two Hundred Thousand
24 Dollars (\$200,000.00) on Plaintiff's Complaint for Damages subject to the terms
25 of a separate Confidential Settlement Agreement by and between the parties.

26 6. **NO APPEALS AND CONTINUING JURISDICTION.** No
27 appeals shall be taken from this Permanent Injunction, and the parties waive all
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rights to appeal. This Court expressly retains jurisdiction over this matter to enforce any violation of the terms of this Permanent Injunction.

3 7. **NO FEES AND COSTS.** Each party shall bear its/his/her own
4 attorneys' fees and costs incurred in this matter.

IT IS SO ORDERED, ADJUDICATED and DECREED this 21st day of August, 2014.

RONALD S.W. LEW

HON. RONALD S. W. LEW
Senior U.S. District Judge